

**SECTION C
GENERAL TERMS & CONDITIONS**

THE STATE OF TEXAS

BID #LC-R-0769-027-20862

COUNTY OF HARRIS

ORDINANCE # 06-1027

CONTRACT # 4600004051

I. PARTIES

A. Address

THIS AGREEMENT FOR REPAIR & PREVENTIVE MAINTENANCE SERVICES ON VARIAN ANALYTICAL INSTRUMENTS FOR VARIOUS DEPARTMENTS ("Agreement") is made on the Countersignature Date between the **CITY OF HOUSTON, TEXAS** ("City"), a municipal corporation and Varian, Inc. ("Contractor or Vendor"), a corporation doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

City

City Purchasing Agent for Director
of Various Departments
City of Houston
P.O. Box 1562
Houston, Texas 77251

Contractor

Varian, Inc.
2700 Mitchell Drive
Walnut Creek, California 94596
Phone: 800-926-3000
Fax: 925-945-2360

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

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- G. DRUG POLICY COMPLIANCE DECLARATION
- H. FEES AND COSTS

C. Parts Incorporated

The above described sections and exhibits are incorporated into this Agreement.

D. Controlling Parts

If a conflict among the sections or exhibits arises the Exhibits control over the Sections.

E. Definitions

Certain terms used in this Agreement are defined in Exhibit "A".

F. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL (if a corporation):

Varian, Inc.

WITNESS (if not a corporation):

By: _____

Name:

Title:

By: 

Name: Martin D'Donoghue

Title: Senior V.P. Scientific Inst.

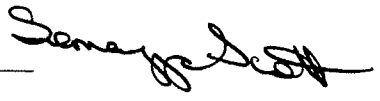
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ATTEST/SEAL:

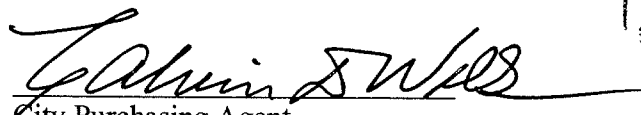

City Secretary

CITY OF HOUSTON, TEXAS

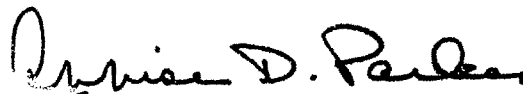
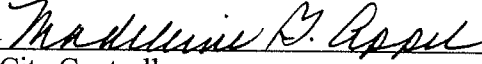
Signed by:

Bill White 
Mayor

APPROVED:


City Purchasing Agent

COUNTERSIGNED BY:

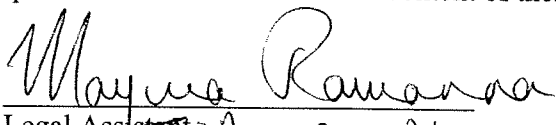


City Controller

DATE COUNTERSIGNED:

10-18-06

This Contract has been reviewed as to form by the undersigned legal assistant and has been found to meet established Legal Department criteria. The Legal Department has not reviewed the content of these documents.

10/3/2006
Date


~~Legal Assistant~~ Asst. City Attorney

II. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, material, and supervision necessary to perform the services described in Exhibit "B."

B. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE CITY) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT TO THE EXTENT THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CONTRACTOR'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CONTRACTOR'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

C. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY "THE CITY") HARMLESS FOR ALL THIRD-PARTY CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT TO THE EXTENT CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' (COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;
- (2) CONTRACTOR'S ACTUAL CONCURRENT NEGLIGENCE; AND

- (3) **CONTRACTOR'S ACTUAL STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS CONTRACT AND FOR FOUR YEARS AFTER THE CONTRACT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000.00 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY TO THE EXTENT OF THE CITY'S NEGLIGENCE.**

D. INDEMNIFICATION PROCEDURES

- (1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:
- (a) a description of the indemnification event in reasonable detail,
 - (b) the basis on which indemnification may be due, and the anticipated amount of the indemnified loss.

This notice does not stop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice. If the City does not provide this notice within the 10 day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

- (a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense.

- (b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel at the City's expense to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement to the extent Contractor is obligated to indemnify the City for same.

E. Insurance

Contractor shall maintain in effect certain insurance coverage and shall furnish certificates of insurance, in duplicate form, before beginning its performance under this Agreement. All policies except Professional Liability and Workers' Compensation must name the City as an additional insured. The issuer of any policy (1) shall have a Certificate of Authority to transact insurance business in Texas or (2) shall be an eligible non-admitted insurer in the State of Texas and have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide. Contractor shall maintain the following insurance coverages in the following amounts:

- (1) Commercial General Liability insurance including Contractual Liability insurance:

\$500,000 per occurrence; \$1,000,000 aggregate

- (2) Workers' Compensation including Broad Form All States endorsement:

Statutory amount

- (3) Automobile Liability insurance

\$1,000,000 combined single limit per occurrence

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period unless otherwise indicated.

- (4) Employer's Liability

Bodily injury by accident \$100,000 (each accident)

Bodily injury by disease \$100,000 (policy limit)

Bodily injury by disease \$100,000 (each employee)

All insurance policies must require on their face, or by endorsement, that the insurance carrier waives any rights of subrogation against the City, and that it shall give 30 days written notice to the City before they may be cancelled, materially changed, or nonrenewed. Within the 30 day period, Contractor shall provide other suitable policies in lieu of those about to be canceled, materially changed, or non-renewed so as to maintain in effect the required coverage. If Contractor does not comply with this requirement, the Director, at his or sole discretion, may:

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

F. Warranties

Contractor represents and warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any Replacement Items, furnished by it, hereunder Contractor warrants:

- (1) that all such items are free of defects in title.
- (2) that Contractor will repair or replace any such item, which fails to function during the period this Agreement is in force in accordance with, and subject to all conditions and exclusions of, Exhibit B.
- (3) that each such Replacement Items, is new or reconditioned in accordance with original equipment manufacturer's specifications, and
- (4) that Contractor's design or manufacture of any such item does not infringe any patent, copyright, or proprietary right, except to the extent such claims arise from or relate to modification of any

item without Contractor's express written consent or use of any item in combination with any product, process, application, or material or system not designed or manufactured by Contractor.

EXCEPT AS EXPRESSLY STATED IN THIS SECTION II.F, ALL SERVICES AND PARTS ARE FURNISHED "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

G. Licenses and Permits

Contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

H. Compliance with Equal Opportunity Ordinance

Contractor shall comply with the City's Equal Employment Opportunity Ordinance as set out in Exhibit "C."

I. MWBE Compliance

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least **zero percent (0%)** of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration in Houston, Texas if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "D." If Contractor is an individual person (as distinguished from a corporation, partnership, or other legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

J. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the

Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "D," together with a written designation of all safety impact positions and,
- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "E."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every 6 months during the performance of this Agreement or on completion of this Agreement if performance is less than 6 months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "F." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each 6-month period of performance and within 30 days of completion of this Agreement. The first 6-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

K. Environmental Laws

Contractor shall comply with all rules, regulations, statutes, or orders of the Environmental Protection Agency ("EPA"), the Texas Commission on Environmental Quality ("TCEQ"), and any other governmental agency with the authority to promulgate environmental rules and regulations (Environmental Laws). Contractor shall promptly reimburse the City for any fines or penalties levied against the City because of Contractor's failure to comply.

Contractor shall not possess, use, generate, release, discharge, store, dispose of, or transport any Hazardous Materials on, under, in, above, to, or from the site except in strict compliance with the Environmental Regulations. "Hazardous Materials" means any substances, materials, or wastes that are or become regulated as hazardous or toxic substances under any applicable federal, state, or local laws, regulations, ordinances, or orders. Contractor shall not deposit oil, gasoline, grease, lubricants or any ignitable or hazardous liquids, materials, or substances in the City's storm sewer system or sanitary sewer system or elsewhere on City Property in violation of the Environmental Laws.

L. Contractor's Performance

Contractor shall make citizen satisfaction a priority in providing services under this Agreement. Contractor shall train its employees to be customer service-oriented and to positively and politely interact with citizens when performing contract services. Contractor's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of service to the public. If, in the Director's opinion, Contractor is not interacting in a positive and polite manner with citizens, he or she shall direct Contractor to take all remedial steps to conform to these standards.

M. Payment of Employees and Subcontractors

Contractor shall make timely payments in accordance with applicable state and federal law to all persons and entities supplying labor, materials or equipment for the performance of this Agreement including Contractor's employees.

Failure of Contractor to pay its employees as required by law shall constitute a default under this contract for which the Contractor and its surety shall be liable on Contractor's performance bond if Contractor fails to cure the default as provided under this Agreement.

Contractor shall defend and indemnify the City from any claims or liability arising out of Contractor's failure to pay its subcontractors as required by law. Contractor shall submit disputes relating to payment of M/WBE subcontractors to arbitration in the same manner as any other disputes under the M/WBE subcontract.

III. DUTIES OF CITY

A. Payment Terms

The City shall pay and Contractor shall accept fees at the unit prices provided in Exhibit H for all services rendered and the Deliverables furnished by Contractor. The fees must only be paid from Allocated Funds, as provided below.

Any quantities of services or Deliverables shown in any part of this contract or its exhibits are estimated only and are not any guarantee that the City will not purchase more or less of those services or Deliverables. The City will pay only for the services or Deliverables actually ordered and only at the unit prices set out.

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Method of Payment

The City shall pay Contractor on the basis of invoices submitted by Contractor and approved by the Director, showing the specific tasks completed in the preceding month and the corresponding prices. The City shall make payments to Contractor at its address for notices within 30 days of receipt of an approved invoice.

D. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

E. Limit of Appropriation

- (1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

- (2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$83,284.95 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:
- (3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor and where appropriated, approved by motion, or ordinance of City Council in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of notice]

SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$_____, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Agreement, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$_____.

SIGNED:

(Signature of the City Controller)

City Controller of the City

REQUESTED:

(Signature of the Director)

Director

- (4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement and it has no other remedy in law or in equity against the City and no right to damages of any kind.

F. Changes

- (1) At any time during the Agreement Term, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue a Change Order to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the Change Order in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.
- (2) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent will issue the Change Order in substantially the following form:

CHANGE ORDER

TO: [Name of Contractor]

FROM: City of Houston, Texas (the "City")

DATE: [Date of Notice]

SUBJECT: Change Order under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Change Order Charges applicable to each.]

Signed:

[Signature of City Purchasing Agent or Director upon written notice to the City Purchasing Agent]

- (3) The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may issue more than one Change Order, subject to the following limitations:
 - (a) Council expressly authorizes the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, to approve a Change Order of up to \$25,000. A Change Order of more than \$25,000 over the approved contract amount must be approved by the City Council.
 - (b) If a Change Order describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - (c) The Total of all Change Orders issued under this section may not increase the Original Agreement amount by more than 25%.
- (4) Whenever Contractor receives a Change Order, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the Change Order. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time. If the work described in any Change Order causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The City Purchasing Agent's or Director's decision regarding a time extension is final.
- (5) A product or service provided under a Change Order is subject to inspection, acceptance, or rejection in the same manner as the work described in the Original Agreement, and is subject to the terms and conditions of the Original Agreement as if it had originally been a part of the Agreement.

- (6) Change Orders are subject to the Allocated Funds provisions of this Agreement.

IV. TERM AND TERMINATION

A. Contract Term

This Agreement is effective on the Countersignature Date and expires three (3) years after the date specified in the Notice to Proceed unless sooner terminated according to the terms of this Agreement.

B. Notice to Proceed

Contractor shall begin performance under this Agreement on the date specified in a Notice to Proceed from the City Purchasing Agent.

C. Renewals

If sufficient funds are allocated, the City Purchasing Agent, at his or her sole discretion, may make a request to Contractor to renew this Agreement for up to two additional 1-year option periods, upon at least 30 days' written notice before expiration of the initial term, or first option period, as applicable. Any renewal, pursuant to this Section, shall be upon the same terms and conditions of the Agreement.

D. Time Extensions

If Department requests an extension of time to complete its performance, (other than payment of Contractor), then the City Purchasing Agent may, in his or her sole discretion, extend the time so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

E. Termination for Convenience by the City

The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may terminate this Agreement at any time by giving 30 days written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice

showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, based on a prorated portion of the contract price, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

F. Termination for Cause by City

If Contractor defaults under this Agreement, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The City Purchasing Agent or Director upon written authorization by the City Purchasing Agent, at his or her sole option, may extend the termination date to a later date. If the City Purchasing Agent or Director upon written authorization by the City Purchasing Agent allows Contractor to cure the default and Contractor does so to the City Purchasing Agent's or Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the City

Purchasing Agent or Director upon written notice to the City Purchasing Agent may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the City Purchasing Agent or Director upon written notice to the City Purchasing Agent must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, based on a prorated portion of the contract price, in the same manner as prescribed in Section III unless the fees exceed the allocated funds remaining under this agreement.

G. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date.

The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

H. Removal of Contractor Owned Equipment and Materials

Upon expiration, or termination of this Agreement, Contractor is permitted ten (10) days within which to remove contractor-owned material and equipment from the City's premises. The City shall make such material and equipment readily available to Contractor. The time period may be extended upon approval by the Director. The City reserves the right to deny any extension of time.

V. MISCELLANEOUS

A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for reasonable delays in performing its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure that directly impacts the City or Contractor. The event of Force Majeure may permit a reasonable delay in performance but does not excuse a party's obligations to complete performance under this Agreement. Force Majeure means: fires, interruption of utility services, epidemics in the City, floods, hurricanes, tornadoes, ice storms, and other natural disasters, explosions, war, terrorist acts against the City or Contractor, riots strikes, court orders, and the acts of superior governmental or military authority, and which the affected party is unable to prevent by the exercise of reasonable diligence. The term does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an event that merely makes performance more difficult, expensive or impractical. Force Majeure does not entitle Contractor to extra Reimbursable Expenses or payment.
2. This relief is not applicable unless the affected party does the following:
 - (a) uses due diligence to remove the Force Majeure as quickly as possible; and to continue performance notwithstanding the Force Majeure; and
 - (b) provides the other party with prompt written notice of the cause and its anticipated effect.
3. The Director will review claims that a Force Majeure that directly impacts the City or Contractor has occurred and render a written decision within 14 days. The decision of the Director is final.

4. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.
5. If the Force Majeure continues for more than 30 days, the Director may terminate this Agreement by giving 7 days' written notice to the Contractor. This termination is not a default or breach of this Agreement. CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT UP TO THE TIME THE WORK IS HALTED DUE TO FORCE MAJEURE.

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the Parties and embodies the entire agreement of the Parties. No other agreements, assurances, conditions, covenants (express or implied), or other terms of any kind exist between the Parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance duly adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

H. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

I. Inspections and Audits

1) Inspections and Audits

City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records pertaining to materials and/or services provided hereunder, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall have the right to exclude from such inspection any of its confidential or proprietary information which was not otherwise provided to the City as part of Exhibit "A", Scope of Services, subject to the requirements of the Texas Public Information Act.

Contractor shall keep its books and records available for this purpose for at least 4 years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

J. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records relating

to the materials and/or services provided hereunder that the City Attorney reasonably requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

K. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

L. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

M. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

N. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph.

This Agreement does not create any personal liability on the part of any officer or agent of the City.

O. Business Structure and Assignments

Contractor shall not assign this Agreement at law without the City Purchasing Agent's prior written consent. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under Section 9.406 (c) of the Texas Business & Commerce Code. In the case of such an assignment, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Contractor shall not delegate any portion of its performance under this Agreement without the City Purchasing Agent's prior written consent.

P. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

Q. Contractor Debt

If Contractor, at any time during the term of this agreement, incurs a debt, as the word is defined in Section 15-122 of the Houston City Code of Ordinances, it shall immediately notify the City Controller in writing. If the City Controller becomes aware that Contractor has incurred a debt, she shall immediately notify contractor in writing. If Contractor does not pay the debt within 30 days of either such notification, the City Controller may deduct funds in an amount equal to the debt from any payments owed to Contractor under this agreement, and Contractor waives any recourse therefor.

**EXHIBIT "A"
DEFINITIONS**

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits, change orders, and any written amendments authorized by City Council and Contractor.

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Contract, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor Administrator" means the representative of the appropriate department who is responsible for the administration for the Contract.

"Contract Award Notice" means the official notification substantiated by the Notice to Proceed issued by the City Purchasing Agent to the Contractor.

"Contract Charges" means charges that accrue during a given month as defined in Article III.

"Contract Term" is defined in Article IV.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date this agreement is countersigned by the City Controller.

"Director" means the Directors of each of the Departments or the City Purchasing Agent for the City, or the person he or she designates.

"Effective Date" is defined as date contract is countersigned by the City Controller.

"Equipment" means Varian analytical instruments and Varian Workstation Data Systems listed in Exhibit BB.

"Governing Body" means the Mayor and City Council of the City of Houston.

"Hazardous Materials" is defined in Article IIK (Environmental Laws).

"Notice to Proceed" means a written communication from the City Purchasing Agent to Contractor instructing Contractor to begin performance.

"Parties" mean all the entities set out in the Preamble who are bound by this Agreement.

"Replacement Items" mean all items (hardware or software) that Contractor provides and installs in Equipment in order to restore the Equipment to a fully operational condition.

EXHIBIT "B"

Scope of Work

A. Overview.

- (1) During this period this Agreement is in force, Contractor shall provide all tools, parts, equipment, supervision, and transportations necessary to provide mechanical repair and maintenance services (the "Maintenance and Repair Services") for the specific Varian analytical instruments and Varian Star Workstation Data Systems listed in Exhibit "BB". The initial Varian analytical instruments and Varian Star Workstation Data Systems owned and operated by the City's Departments of Public Works and Engineering, Health and Human Services and Police and listed at Exhibit "BB".
- (2) While the Contractor's performance of Maintenance and Repair Services is anticipated to primarily consist of Contractor's repair and maintenance of Equipment as a result of normal wear and tear, Contractor shall be responsible for maintaining and repairing the Equipment so that the Equipment is in a fully operational condition.

B. Time of Performance of Maintenance and Repair Services. Contractor shall perform Maintenance and Repair Services on Monday through Friday between the hours of 8:00 a.m. - 5:00 p.m., except for recognized City Holidays as set out by motion of the City Council (the "Normal Business Hours"). Contractor shall not be required to perform Maintenance and Repair Services outside of the Normal Business Hours.

C. Requests for Maintenance and Repair Services. The Maintenance and Repair Services to be performed by Contractor under this Agreement shall include Contractor's resources and personnel necessary in

order for Contractor to accept and respond to all of the Department contract administrator's requests for Contractor's performance of Maintenance and Repair Services in accordance with this Agreement. Except as otherwise stated herein, there shall be no limit on the number of requests for Contractor's performance of Maintenance and Repair Services that the Department contract administrator may issue to Contractor during Normal Business Hours.

- D. Labor, Tools, Facilities, Transportation, and Travel for Maintenance and Repair Services. The Maintenance and Repair Services to be performed by Contractor under this Agreement shall include Contractor's labor, tools, facilities, transportation, and travel necessary for Contractor to perform the Maintenance and Repair Services, at no additional cost to the City.
- E. Telephone Support. The Maintenance and Repair Services to be performed by Contractor under this Agreement shall include Contractor's telephone support for the Equipment during Business Hours, under which Contractor shall answer the Department contract administrator's questions concerning the operation and maintenance of the instrument. There shall be no limit on the number of requests for Contractor's performance of telephone support that the Department contract administrator's may issue to Contractor during Normal Business Hours.
- F. Electron Capture Detector (ECD) Cleaning. The maintenance services to be performed by Contractor under this Agreement shall include Contractor's cleaning of all ECD detector cleaning required by the instrument.
- G. Star Workstation Data Systems. The Maintenance and Repair Services to be performed by Contractor under this Agreement shall include Contractor's service, parts, labor, and software support required by the Star Workstation Data Systems included as part of the Equipment defined in this Agreement (which shall include all PCs and detectors).
- H. Items Excluded from Maintenance and Repair Services. The Maintenance and Repair Services to be performed by Contractor under this Agreement shall not include Contractor's performance of such Service for Equipment problems caused by
 - (1) contamination of the Equipment by the City;
 - (2) the City's electrical supply, gas supply, or cooling water supply to the Equipment that is not in accordance with the requirements set forth in the operating manuals for such Equipment that Contractor has provided to the City;
 - (3) the City's usage of the Equipment in a lab or room environment that is improper as defined by the operating manuals for such Equipment that Contractor has provided to the City;
 - (4) the City's misuse or improper operation of the Equipment in a manner that is contrary to the operating manuals for such Equipment that Contractor has provided to the City;
 - (5) the City's neglect of the Equipment.

This Agreement further does not cover, and Contractor shall not be obligated to provide Maintenance and Repair Services with respect to (i) equipment, components, software or accessories not supplied or licensed by Contractor (ii) any material, part, component or chemical which is considered or worn away in normal course of use, ("Consumables"), (iii) any components that directly contact any sample; (iv) elements, including but not limited to photomultiplier tubes, mirrors, lenses, windows, gratings, optical filters, or electron multipliers; (v) maintenance and parts needed due to applications or method development; (vi) Equipment out of production for more than five (5) years for which parts are no longer available, (vii) software installation or modification of hardware to make it software compatible, (viii) computer

processing units (CPUs); or (ix) any condition which is defined as a City responsibility hereunder or which results from City's failure to fulfill such a responsibility.

I. Replacement Items

- (1) Installation of Replacement Items. The Maintenance and Repair Services set forth in this Agreement shall include Contractor's installation of all Replacement Items necessary to restore the instrument to a fully operational condition except non-included replacement items, as defined Section I. (2) below.
- (2) Replacement Items Included in Maintenance and Repair Services. The Maintenance and Repair Services set forth in this Agreement shall include Contractor's Replacement Items at no cost to the City, with the exception of the following Replacement Items (the "non-included replacement items"):
 - (a) The following replacement items provided for gas chromatographs:
 - (i) Gas chromatograph consumables, filters, injection and gas switching valves, pulse ionization detector lamps, electron capture detector reaction tubes, solvents and cells, flame photonization detector photo multiplier tubes, thermal conductivity detector filaments and thermionic specific detector beads.
 - (ii) The following software provided by Varian for Gas Chromatographs: Star Workstation 5.51
 - (b) The following Replacement Items provided for atomic absorption spectrophotometers:
 - (i) Atomic absorption consumables, source lamps, nebulizers, burners, and spray chambers.
 - (ii) The following software upgrades provided for Atomic Absorption Spectrophotometers : Spectra Atomic Absorption Software 880
- (3) Obtaining Non-Included Replacement Items.
 - (a) In the event that, in the course of its performance of the maintenance and repair services set forth in this Agreement, Contractor determines that an equipment item being maintained or repaired requires a non-included replacement Item in order to be restored to a fully operational condition, Contractor shall notify the Department's contract administrator in a written "Non-Included Replacement Item Notice" of the specific non-included replacement item required (including all identifying information necessary to precisely identify that Replacement Item - i.e., all serial/part numbers) as well as the price Contractor would charge to provide such a non-included replacement item to the City as listed in "Fee Schedule H."
 - (b) Following the Department contract administrator's receipt of a Non-Included Replacement Item Notice from Contractor, the Department contract administrator's has the option of:
 - (i) purchasing the Non-Included Replacement Item from Contractor under this Agreement at the price identified by Contractor in the Non-Included Replacement Item Notice, or
 - (ii) independently obtaining the identified Non-Included Replacement Item from another source and providing that Non-Included Replacement Item to Contractor for its use in completing the Maintenance and Repair Services.

- (c) The Department contract administrator shall notify Contractor in writing in the event that the Department contract administrator chooses to purchase such a Non-Included Replacement Item from Contractor under this Agreement at the price identified in the Non-Included Replacement Item Notice (a "Non-Included Replacement Item Order"). The Non-Included Replacement Item Order shall set forth the price for that Non-Included Replacement Item, as taken from the Non-Included Replacement Notice.
- (d) During all periods during which Contractor is awaiting the Department contract administrator's response to its Non-Included Replacement Item Notice, Contractor shall be responsible for
 - (i) notifying the Department contract administrator of any partial functionality that the Equipment item is able to perform resulting from Contractor's performance of such Maintenance and Repair Services, absent the availability and installation of the Non-Included Replacement Item; and
 - (ii) performing all actions necessary to protect the instrument so that the partially-operational or non-operational status of the item due to the absence of the Non-Included Replacement Item will not affect the ability of the item to be restored to a fully operational condition once the Non-Included Replacement Item is obtained.

- (4) Stock of Replacement Items. At all times during the term of this Agreement, Contractor shall maintain a stock of Replacement Items in order to ensure that such Replacement Items are available for installation by Contractor within 24 hours of the time that the need for such Replacement Items is identified. Contractor shall ensure that Non-Included Replacement Items are so available within 24 hours from the time Contractor receives a Non-Included Replacement Item Order from the Department contract administrator. For all other Replacement Items, Contractor shall ensure that such Items are available within 24 hours from the time that the Department contract administrator makes a request for Contractor's performance of Maintenance and Repair Services under this Agreement.
- (5) Types of Replacement Parts. At Contractor's discretion, replacement parts Contractor provides under this Agreement may be either new parts provided by the original equipment manufacturer (OEM) parts or reconditioned/repared parts.

J. Maintenance and Repair Services Response and Completion Times

- (1) Maintenance and Repair Services Response Time. Within twenty-four (24) hours after receiving the Department contract administrator's request for Contractor's performance of Maintenance and Repair Services for an instrument under this Agreement, Contractor shall have dispatched its technicians to the City site where the Equipment item is located, and Contractor's technicians shall have started performing the Maintenance and Repair Services requested by the Department contract administrator.

- (2) Maintenance and Repair Services Completion Time. Contractor shall restore an instrument to a fully operational condition within forty-eight (48) hours after receiving the Department contract administrator's request for performance of Maintenance and Repair Services for that instrument. In the event that Contractor, due to external impacts and through no fault of its own, cannot complete its performance of Maintenance and Repair Services within such 48 hour period, then Contractor shall have a reasonable time to complete such Maintenance and Repair Services once such external impacts no longer prevent Contractor's completion of the Services. However, such a reasonable time shall not exceed 48 hours following the time that such external impacts are no longer an impediment to Contractor's completion of the requested Maintenance and Repair Services.

K. Preventative Scheduled Maintenance (PMI)

- (1) The Maintenance and Repair Services to be performed by Contractor under this Agreement shall include Contractor's performance of Annual Preventative Maintenance Inspections (PMIs) of the Equipment, as set forth in this Section.
- (2) Once a year during the term of this Agreement, Contractor shall perform a Preventative Maintenance Inspection (PMI) of all Equipment items set forth in this Agreement. During the PMI performed on an instrument, Contractor shall inspect the instrument, provide all maintenance needed by that instrument, and test the instrument to ensure that it is in a fully operational condition in accordance with the requirements of this Agreement.
- (3) Each PMI visit to an Equipment item shall include but is not be limited to Contractor's performance of the following:
 - (a) Inspection of the Equipment item's complete system.
 - (b) Replacement of faulty or marginal components in the instrument
 - (c) Cleaning and lubrication of the Equipment item.
 - (d) Adjustment and testing for proper operation of the instrument.
- (4) Each PMI visit performed by Contractor shall be scheduled by Contractor in consultation with the City Representative at a time during Normal Business Hours when it will be convenient for the City Representative to attend such PMI visit. If approved in advance by the City Representative, Contractor may combine a PMI visit to an Equipment item and Contractor's

response to a request for Maintenance and Repair Services for that same Equipment item into a single visit.

(5) As a part of each PMI visit performed by Contractor, Contractor shall create a written report detailing all work performed on the Equipment item that is the subject of that PMI visit (the "PMI Report".) The PMI Report shall contain all information and be in the format required by the Department contract administrator. Upon Contractor's performance of each PMI visit, Contractor shall provide the Department contract administrator a copy of the completed PMI report resulting from that visit.

(6) Contractor shall perform each PMI using, at a minimum, the Preventative Maintenance Procedure/Check Lists set forth in Exhibit "BBB". Contractor shall include a completed copy of the Preventative Maintenance Procedure Check List in the PMI Report resulting from Contractor's performance of a PMI visit.

- L. Maintenance and Repair Services for Software. The Maintenance and Repair Services set forth in this Agreement shall include Contractor's maintenance, repair, of all software included in the Equipment so that the Equipment is in a fully operational condition throughout the term of this Agreement. Contractor shall be responsible for implementing software Replacement Items in accordance with Section I. of the Scope of Work in the event that corrections to such software are required to ensure the Equipment is in a fully operational condition.
- M. Acceptance of Maintenance and Repair Services. Following Contractor's completion of a Maintenance and Repair Service set forth in this Agreement, the Department contract administrator shall evaluate Contractor's performance of the Service in order to ensure that it meets the requirements of this Agreement. If the Department contract administrator finds that Contractor's performance of the Service meets the requirements of this Agreement, then the Department contract administrator shall accept Contractor's performance of that service by sending Contractor a written, "Maintenance and Repair Service Acceptance Notice" for that Service. If the Department contract administrator finds that Contractor's performance of the Service does not meet the requirements of this Agreement, then the Department contract administrator shall reject Contractor's performance of the Service and send Contractor a "Maintenance and Repair Service Rejection Notice" for that Service that specifies the deficiencies in Contractor's performance of that Service. Upon receiving a Contractor Maintenance and Repair Service Rejection Notice from the Department contract administrator, Contractor shall have ten days to complete its re-performance of the rejected Maintenance and Repair Service so that it meet the requirements of this Agreement. Once Contractor has completed such re-performance of the rejected Maintenance and Repair Service, the Department contract administrator shall re-evaluate and accept or reject the re-performed Service in accordance with the procedure set forth in this Section.
- N. Additions & Deletions:
The City, by written notice from the City Purchasing Agent to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the City. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the fee schedule. In the event that the additional equipment, supplies, locations and/or services are not identical to the item(s) already under contract, the charges therefor will then be the Contractor's normal and customary charges or rates for the equipment, supplies, locations and/or services classified in the fee schedule.

O. Estimated Quantities Not Guaranteed

The estimated quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of repair and preventive maintenance services on Varian analytical instruments during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good faith estimates of usage during the term of this contract. Therefore, the City shall not be liable for any contractual agreements/obligations the Contractor enters into based on the City purchasing/requiring all the quantities specified herein.

P. Customer Responsibilities. The City shall: (i) perform routine operation and maintenance procedures as outlined in the instruction manual(s) and this Agreement; (ii) maintain any gas line filters; (iii) ensure that the recommended grade of gas is used with the Equipment; (iv) comply with all laws and regulations applicable to the Equipment and any workspace accessed by Contractor representatives, including but not limited to those pertaining to worker safety and to the handling, packaging, transport and disposal of hazardous material; (v) provide Contractor representatives a safe environment in which to work and inform them of any hazardous materials in use and/or hazardous conditions affecting the area which they are working; (vi) replace and dispose of any roughing pump oil used with the Equipment; (vii) ensure the use of high-grade acetone packed acetylene and clean air with any gas control unit; (viii) ensure no acetylene tanks has been operated below 100 PSI; (ix) ensure all air used with air compressors has passed through a filter and oil and water trap.

Q. Damages In no event shall Contractor or the City be liable to the other or their respective affiliates for incidental, consequential, indirect, punitive, or special loss or damages of any kind, including but not limited to lost revenues, lost profits, loss of goodwill or lost production, however caused, whether based on contract, tort (including negligence) or any other legal theory. Contractor's total liability in damages or otherwise to the City and its affiliates shall not exceed payments received by Contractor under the contract.

**Exhibit BBB
"Equipment"**

1.	Varian Saturn 2000GC/MS, 3800 GC, 8200 Auto Sampler, Turbo Pump (system ID:Sat2000-39073944) (The Houston Police Department)
2.	Varian Gas Chromatograph Serial #GCMS 210T-51700329 (Health and Human Services)
3.	Varian Gas Chromatograph Serial #8400-889 (Health and Human Services)
4.	Varian Gas Chromatograph Serial #GCMS 2100-5186 (Health and Human Services)
5.	Varian Gas Chromatograph Serial #LSC3100-USO1249007 (Health and Human Services)
6.	Varian Model 3800 Gas Chromatograph (Serial # 9660) (Public Works & Engineering)
7.	Varian Model 8410 Gas Chromatograph (Serial # 20985) (Public Works & Engineering)
8.	Varian Model AA880 (SN#EL98103479) Atomic Absorption Spectrophotometer (Public Works & Engineering)
9.	Varian Model SPS5 (SN#98093544) Auto Sampler (Public Works & Engineering)
10.	Varian Model VGA77 (SN#EL98093582) Vapor Generator Assembly (Public Works & Engineering)
11.	Varian Model AA88OZ (SN#EL98013547) Zeeman Atomic Absorption Spectrophotometer (Public Works & Engineering)

**Exhibit BBB
"Equipment"**

12.	Varian Model GTA100 (SN#EL98023303) Graphite Tube Atomizer Furnace Accessory (Public Works & Engineering)
13.	Varian Model PSD100 (SN#EL98013387) Programmable Sample Dispenser (Public Works & Engineering)
14.	Varian Model Cary100 (SN#EL98103340) Ultra Violet Spectrophotometer (Public Works & Engineering)
15.	Varian Model Cary100 (SN#EL98103332) Ultra Violet Spectrophotometer (Public Works & Engineering)
16.	Varian Model Cary100 (SN#EL98103341) Ultra Violet Spectrophotometer (Public Works & Engineering)
17.	Varian Model RSA (SN#EL98103542) Routine Sample Accessory (Public Works & Engineering)
18.	Varian Model RSA (SN#EL98103543) Accessory Routine Sample (Public Works & Engineering)
19.	Varian Model RSA (SN#EL98083320) Accessory Routine Sample (Public Works & Engineering)
20.	Varian Model SPS5 (SN#EL98103118) Auto Sampler (Public Works & Engineering)
21.	Varian Model SPS5 (SN#EL98103117) Auto Sampler (Public Works & Engineering)
22.	Varian Model SPS5 (SN#EL98103101) Auto Sampler (Public Works & Engineering)

**Exhibit BBB
"Equipment"**

23.	Varian Model GC/MS System SN#2000-43849718 plus Combipal Accessory SN#123443 (Public Works & Engineering)
24.	ICPMS System SN#EL02024656 (Public Works & Engineering)
25.	Water Chiller & Vacuum Pumps, SPS5-EL0204627(Public Works & Engineering)
26.	Diluter (SN-EL02046370) (Public Works & Engineering)
27.	240/240FS 110/140 220/220FS (SN-220FS-EL03037491) (Public Works & Engineering)
28	SIPS20-EL03038026, SPS5-EL0308027 (Public Works & Engineering)
29	All Departments Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)

EXHIBIT "C"

EQUAL EMPLOYMENT OPPORTUNITY

1. The contractor, subcontractor, vendor, supplier, or lessee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or age. The contractor, subcontractor, vendor, supplier, or lessee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin, or age. Such action will include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor, subcontractor, vendor, supplier or lessee agrees to post in conspicuous places available to employees, and applicants for employment, notices to be provided by the City setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor, subcontractor, vendor, supplier, or lessee states that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or age.
3. The contractor, subcontractor, vendor, supplier, or lessee will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the said labor union or worker's representative of the contractor's and subcontractor's commitments under Section 202 of Executive Order No. 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor, subcontractor, vendor, supplier, or lessee will comply with all provisions of Executive Order No. 11246 and the rules, regulations, and relevant orders of the Secretary of Labor or other Federal Agency responsible for enforcement of the equal employment opportunity and affirmative action provisions applicable and will likewise furnish all information and reports required by the Mayor and/or Contractor Compliance Officer(s) for purposes of investigation to ascertain and effect compliance with this program.
5. The contractor, subcontractor, vendor, supplier, or lessee will furnish all information and reports required by Executive Order No. 11246, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to all books, records, and accounts by the appropriate City and Federal Officials for purposes of investigations to ascertain compliance with such rules, regulations, and orders. Compliance reports filed at such times as directed shall contain information as to the employment practice policies, program, and work force statistics of the contractor, subcontractor, vendor, supplier, or lessee.
6. In the event of the contractor's, subcontractor's, vendor's, supplier's, or lessee's non-compliance with the non-discrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor, subcontractor, vendor, supplier, or lessee may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as may otherwise be provided by law.
7. The contractor shall include the provisions of paragraphs 1-8 of this Equal Employment Opportunity Clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
8. The contractor shall file and shall cause his or her subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies and employment statistics of the contractor and each subcontractor.

EXHIBIT "D"

MWBE SUBCONTRACT TERMS

Contractor shall ensure that all subcontracts with MWBE subcontractors and suppliers are clearly labeled "THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION ACCORDING TO THE TEXAS GENERAL ARBITRATION ACT" and contain the following terms:

1. _____ (MWBE subcontractor) shall not delegate or subcontract more than 50% of the work under this subcontract to any other subcontractor or supplier without the express written consent of the City of Houston's Affirmative Action Director ("the Director").
 2. _____ (MWBE subcontractor) shall permit representatives of the City of Houston, at all reasonable times, to perform (1) audits of the books and records of the subcontractor, and (2) inspections of all places where work is to be undertaken in connection with this subcontract. Subcontractor shall keep such books and records available for such purpose for at least four (4) years after the end of its performance under this subcontract. Nothing in this provision shall affect the time for bringing a cause of action nor the applicable statute of limitations.
 3. Within five business days of execution of this subcontract, Contractor (prime contractor) and Subcontractor shall designate in writing to the Director an agent for receiving any notice required or permitted to be given pursuant to Chapter 15 of the Houston City Code of Ordinances, along with the street and mailing address and phone number of such agent.
 4. As concluded by the parties to this subcontract, and as evidenced by their signature hereto, any controversy between the parties involving the construction or application of any of the terms, covenants or conditions of this subcontract shall, on the written request of one party served upon the other or upon notice by Director served on both parties, be submitted to binding arbitration, under the Texas General Arbitration Act (Tex. Civ. Prac. & Rem. Code Ann., Ch. 171 -- "the Act"). Arbitration shall be conducted according to the following procedures:
 - a. Upon the decision of the Director or upon written notice to the Director from either party that a dispute has arisen, the Director shall notify all parties that they must resolve the dispute within thirty (30) days or the matter may be referred to arbitration.
 - b. If the dispute is not resolved within the time specified, any party or the Director may submit the matter to arbitration conducted by the American Arbitration Association under the rules of the American Arbitration Association, except as otherwise required by the City's contract with American Arbitration Association on file in the Office of the City's Affirmative Action Division.
- Upon submittal of the matter to arbitration each party shall pay all fees required by the American Arbitration Association and sign a form releasing the American Arbitration Association and its arbitrators from liability for decisions reached in the arbitration.
- In the event the American Arbitration Association no longer administers Affirmative Action arbitration for the City, the Director shall prescribe alternate procedures as necessary to provide arbitration by neutrals in accordance with the requirements of Chapter 15 of the Houston City Code of Ordinances.
- e. All arbitrations shall be conducted in Houston, Texas, unless the parties agree to a different location.

EXHIBIT "E"
DRUG POLICY COMPLIANCE AGREEMENT

I, _____ as an owner or officer of
(Name) (Print/Type) (Title)

(Name of Company) (Contractor)

have authority to bind Contractor with respect to its bid, offer or performance of any and all contracts it may enter into with the City of Houston; and that by making this Agreement, I affirm that the Contractor is aware of and by the time the contract is awarded will be bound by and agree to designate appropriate safety impact positions for company employee positions, and to comply with the following requirements before the City issues a notice to proceed:

1. Develop and implement a written Drug Free Workplace Policy and related drug testing procedures for the Contractor that meet the criteria and requirements established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Drug Policy) and the Mayor's Drug Detection and Deterrence Procedures for Contractors (Executive Order No. 1-31).
2. Obtain a facility to collect urine samples consistent with Health and Human Services (HHS) guidelines and a HHS certified drug testing laboratory to perform the drug tests.
3. Monitor and keep records of drug tests given and the results; and upon request from the City of Houston, provide confirmation of such testing and results.
4. Submit semi-annual Drug Policy Compliance Declarations.

I affirm on behalf of the Contractor that full compliance with the Mayor's Drug Policy and Executive Order No. 1-31 is a material condition of the contract with the City of Houston.

I further acknowledge that falsification, failure to comply with or failure to timely submit declarations and/or documentation in compliance with the Mayor's Drug Policy and/or Executive Order No. 1-31 will be considered a breach of the contract with the City and may result in non-award or termination of the contract by the City of Houston.

Date _____

Contractor Name _____

Signature _____

Title _____

EXHIBIT "F"

I, _____
(Name)(Print/Type) (Title)

as an owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has no employee safety impact positions as defined in §5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Contractor agrees and covenants that it shall immediately notify the City's Director of Personnel if any safety impact positions are established to provide services in performing this City Contract.

Date _____

Contractor Name _____

Signature _____

Title _____

**CONTRACTOR'S CERTIFICATION OF NON-APPLICATION OF
CITY OF HOUSTON DRUG DETECTION AND DETERRENCE PROCEDURES
FOR CONTRACTORS**

I, _____ as an
(NAME) (PRINT/TYPE)

owner or officer of _____ (Contractor) have authority to bind the Contractor with respect to its bid, and I hereby certify that Contractor has fewer than fifteen (15) employees during any 20-week period during a calendar year and also certify that Contractor has no employee safety impact positions as defined in 5.18 of Executive Order No. 1-31 that will be involved in performing this City Contract. Safety impact position means a Contractor's employment position involving job duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real and/or imminent threat to the personal health or safety of the employee, co-workers, and/or the public.

DATE _____

CONTRACTOR NAME _____

SIGNATURE _____

TITLE _____

EXHIBIT "G" **DRUG POLICY COMPLIANCE DECLARATION**

I, _____ as an owner or officer of
 (Name) (Print/Type) (Title)
 _____ (Contractor or Vendor)
 (Name of Company)

have personal knowledge and full authority to make the following declarations:

This reporting period covers the preceding 6 months from _____ to _____, 20____.

_____ A written Drug Free Workplace Policy has been implemented and employees notified.
 Initials The policy meets the criteria established by the Mayor's Amended Policy on Drug Detection and Deterrence (Mayor's Policy).

_____ Written drug testing procedures have been implemented in conformity with the Mayor's
 Initials Drug Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31. Employees have been notified of such procedures.

_____ Collection/testing has been conducted in compliance with federal Health and Human
 Initials Services (HHS) guidelines.

_____ Appropriate safety impact positions have been designated for employee positions
 Initials performing on the City of Houston contract. The number of employees in safety impact positions during this reporting period is _____.

_____ From _____ to _____ the following test has occurred
 Initials (Start date) (End date)

	Random	Reasonable Suspicion	Post Accident	Total
Number Employees Tested				
Number Employees Positive				
Percent Employees Positive				

_____ Any employee who tested positive was immediately removed from the City worksite
 Initials consistent with the Mayor's Policy and Executive Order No. 1-31.

_____ I affirm that falsification or failure to submit this declaration timely in accordance with
 Initials established guidelines will be considered a breach of contract.

I declare under penalty of perjury that the affirmations made herein and all information contained in this declaration are within my personal knowledge and are true and correct.

 (Date)

 (Typed or Printed Name)

 (Signature)

 (Title)

EXHIBIT "H"

FEES AND COSTS

Year One

1.	Varian Saturn 2000GC/MS, 3800 GC, 8200 Auto Sampler, Turbo Pump (system ID:Sat2000-39073944) (The Houston Police Department)	\$537.33 per month
2.	Varian Gas Chromatograph Serial #GCMS 210T-51700329 (Health and Human Services)	\$462.33 per month
3.	Varian Gas Chromatograph Serial #8400-889 (Health and Human Services)	\$0.00 per month (included with coverage of Item No. 2)
4.	Varian Gas Chromatograph Serial #GCMS 2100-5186 (Health and Human Services)	\$462.33 per month
5.	Varian Gas Chromatograph Serial #LSC3100-USO1249007 (Health and Human Services)	\$131.42 per month
6.	Varian Model 3800 Gas Chromatograph (Serial # 9660) (Public Works & Engineering)	\$154.42 per month
7.	Varian Model 8410 Gas Chromatograph (Serial # 20985) (Public Works & Engineering)	\$98.17 per month
8.	Varian Model AA880 (SN#EL98103479) Atomic Absorption Spectrophotometer (Public Works & Engineering)	\$352.33 per month
9.	Varian Model SPS5 (SN#98093544) Auto Sampler (Public Works & Engineering)	\$33.92 per month
10.	Varian Model VGA77 (SN#EL98093582) Vapor Generator Assembly (Public Works & Engineering)	\$38.67 per month

Year One

11.	Varian Model AA88OZ (SN#EL98013547) Zeeman Atomic Absorption Spectrophotometer (Public Works & Engineering)	\$464.25 per month
12.	Varian Model GTA100 (SN#EL98023303) Graphite Tube Atomizer Furnace Accessory (Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 11
13.	Varian Model PSD100 (SN#EL98013387) Programmable Sample Dispenser (Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 11
14.	Varian Model Cary100 (SN#EL98103340) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$208.33 per month
15.	Varian Model Cary100 (SN#EL98103332) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$208.33 per month
16.	Varian Model Cary100 (SN#EL98103341) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$208.33 per month
17.	Varian Model RSA (SN#EL98103542) Routine Sample Accessory (Public Works & Engineering)	\$71.17 per month
18.	Varian Model RSA (SN#EL98103543) Accessory Routine Sample (Public Works & Engineering)	\$71.17 per month
19.	Varian Model RSA (SN#EL98083320) Accessory Routine Sample (Public Works & Engineering)	\$71.17 per month
20.	Varian Model SPS5 (SN#EL98103118) Auto Sampler (Public Works & Engineering)	\$33.92 per month
21.	Varian Model SPS5 (SN#EL98103117) Auto Sampler (Public Works & Engineering)	\$33.92 per month

Year One

22.	Varian Model SPS5 (SN#EL98103101) Auto Sampler (Public Works & Engineering)	\$33.92 per month
23.	Varian Model GC/MS System SN#2000-43849718 plus Combipal Accessory SN#123443 (Public Works & Engineering)	\$654.75 per month
24.	ICPMS System SN#EL02024656 (Public Works & Engineering)	\$1,124.00 per month
25.	Water Chiller & Vacuum Pumps, SPS5-EL0204627(Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 24
26.	Diluter (SN-EL02046370) (Public Works & Engineering)	\$24.00 per month
27.	240/240FS 110/140 220/220FS (SN-220FS-EL03037491) (Public Works & Engineering)	\$192.17 per month
28	SIPS20-EL03038026, SPS5-EL0308027 (Public Works & Engineering)	\$106.08 per month
29	All Departments Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	0%

Year Two

1.	Varian Saturn 2000GC/MS, 3800 GC, 8200 Auto Sampler, Turbo Pump (system ID:Sat2000-39073944) (The Houston Police Department)	\$537.33 per month
2.	Varian Gas Chromatograph Serial #GCMS 210T-51700329 (Health and Human Services)	\$537.33 per month
3.	Varian Gas Chromatograph Serial #8400-889 (Health and Human Services)	\$0.00 per month (included with coverage of Item No. 2)
4.	Varian Gas Chromatograph Serial #GCMS 2100-5186 (Health and Human Services)	\$537.33 per month
5.	Varian Gas Chromatograph Serial #LSC3100-USO1249007 (Health and Human Services)	\$151.25 per month

Year Two

6.	Varian Model 3800 Gas Chromatograph (Serial # 9660) (Public Works & Engineering)	\$154.42 per month
7.	Varian Model 8410 Gas Chromatograph (Serial # 20985) (Public Works & Engineering)	\$98.17 per month
8.	Varian Model AA880 (SN#EL98103479) Atomic Absorption Spectrophotometer (Public Works & Engineering)	\$352.33 per month
9.	Varian Model SPS5 (SN#98093544) Auto Sampler (Public Works & Engineering)	\$33.92 per month
10.	Varian Model VGA77 (SN#EL98093582) Vapor Generator Assembly (Public Works & Engineering)	\$38.67 per month

Year Two

11.	Varian Model AA880Z (SN#EL98013547) Zeeman Atomic Absorption Spectrophotometer (Public Works & Engineering)	\$464.25 per month
12.	Varian Model GTA100 (SN#EL98023303) Graphite Tube Atomizer Furnace Accessory (Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 11
13.	Varian Model PSD100 (SN#EL98013387) Programmable Sample Dispenser (Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 11
14.	Varian Model Cary100 (SN#EL98103340) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$208.33 per month
15.	Varian Model Cary100 (SN#EL98103332) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$208.33 per month
16.	Varian Model Cary100 (SN#EL98103341) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$208.33 per month
17.	Varian Model RSA (SN#EL98103542) Routine Sample Accessory (Public Works & Engineering)	\$71.17 per month
18.	Varian Model RSA (SN#EL98103543) Accessory Routine Sample (Public Works)	\$71.17 per month

Year Two

19.	Varian Model RSA (SN#EL98083320) Accessory Routine Sample (Public Works & Engineering)	\$ 17.17 per month
20.	Varian Model SPS5 (SN#EL98103118) Auto Sampler (Public Works & Engineering)	\$33.92 per month
21.	Varian Model SPS5 (SN#EL98103117) Auto Sampler (Public Works & Engineering)	\$33.92 per month
22.	Varian Model SPS5 (SN#EL98103101) Auto Sampler (Public Works & Engineering)	\$33.92 per month
23.	Varian Model GC/MS System SN#2000-43849718 plus Combipal Accessory SN#123443 (Public Works & Engineering)	\$714.25 per month
24.	ICPMS System SN#EL02024656 (Public Works & Engineering)	\$1,490.75 per month
25.	Water Chiller & Vacuum Pumps, SPS5-EL0204627(Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 24
26.	Diluter (SN-EL02046370) (Public Works & Engineering)	\$33.92 per month
27.	240/240FS 110/140 220/220FS (SN-220FS-EL03037491) (Public Works & Engineering)	\$192.17 per month
28.	SIPS20-EL03038026, SPS5-EL0308027 (Public Works & Engineering)	\$106.08 per month
29.	All Departments Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	0%

Year Three

1.	Varian Saturn 2000GC/MS, 3800 GC, 8200 Auto Sampler, Turbo Pump (system ID:Sat2000-39073944) (The Houston Police Department)	\$564.17 per month
2.	Varian Gas Chromatograph Serial #GCMS 210T-51700329 (Health and Human Services)	\$564.17 per month
3.	Varian Gas Chromatograph Serial #8400-889 (Health and Human Services)	\$0.00 per month (included with coverage of Item No. 2)
4.	Varian Gas Chromatograph Serial #GCMS 2100-5186 (Health and Human Services)	\$564.17 per month

Year Three

5.	Varian Gas Chromatograph Serial #LSC3100-USO1249007 (Health and Human Services)	\$158.83 per month
6.	Varian Model 3800 Gas Chromatograph (Serial # 9660) (Public Works & Engineering)	\$162.17 per month
7.	Varian Model 8410 Gas Chromatograph (Serial # 20985) (Public Works & Engineering)	\$103.08 per month
8.	Varian Model AA880 (SN#EL98103479) Atomic Absorption Spectrophotometer (Public Works & Engineering)	\$370.00 per month
9.	Varian Model SPS5 (SN#98093544) Auto Sampler (Public Works & Engineering)	\$35.58 per month
10.	Varian Model VGA77 (SN#EL98093582) Vapor Generator Assembly (Public Works & Engineering)	\$40.50 per month
11.	Varian Model AA880Z (SN#EL98013547) Zeeman Atomic Absorption Spectrophotometer (Public Works & Engineering)	\$487.42 per month
12.	Varian Model GTA100 (SN#EL98023303) Graphite Tube Atomizer Furnace Accessory (Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 11
13.	Varian Model PSD100 (SN#EL98013387) Programmable Sample Dispenser (Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 11
14.	Varian Model Cary100 (SN#EL98103340) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$218.83 per month
15.	Varian Model Cary100 (SN#EL98103332) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$218.83 per month
16.	Varian Model Cary100 (SN#EL98103341) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$218.83 per month
17.	Varian Model RSA (SN#EL98103542) Routine Sample Accessory (Public Works & Engineering)	\$74.75 per month

Year Three

18.	Varian Model RSA (SN#EL98103543) Accessory Routine Sample (Public Works & Engineering)	\$74.75 per month
19.	Varian Model RSA (SN#EL98083320) Accessory Routine Sample (Public Works & Engineering)	\$74.75 per month
20.	Varian Model SPS5 (SN#EL98103118) Auto Sampler (Public Works & Engineering)	\$35.58 per month
21.	Varian Model SPS5 (SN#EL98103117) Auto Sampler (Public Works & Engineering)	\$35.58 per month
22.	Varian Model SPS5 (SN#EL98103101) Auto Sampler (Public Works & Engineering)	\$35.58 per month
23.	Varian Model GC/MS System SN#2000-43849718 plus Combipal Accessory SN#123443 (Public Works & Engineering)	\$749.92 per month
24.	ICPMS System SN#EL02024656 (Public Works & Engineering)	\$1,565.25 per month
25.	Water Chiller & Vacuum Pumps, SPS5-EL0204627(Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 24
26.	Diluter (SN-EL02046370) (Public Works & Engineering)	\$35.58 per month
27.	240/240FS 110/140 220/220FS (SN-220FS-EL03037491) (Public Works & Engineering)	\$201.75 per month
28.	SIPS20-EL03038026, SPS5-EL0308027 (Public Works & Engineering)	\$111.42 per month
29.	All Departments Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	10%

Year Four (Option Year One)

1.	Varian Saturn 2000GC/MS, 3800 GC, 8200 Auto Sampler, Turbo Pump (system ID:Sat2000-39073944) (The Houston Police Department)	\$564.17 per month
2.	Varian Gas Chromatograph Serial #GCMS 210T-51700329 (Health and Human Services)	\$564.17 per month
3.	Varian Gas Chromatograph Serial #8400-889 (Health and Human Services)	\$0.00 per month (included with coverage of Item No. 2)

Year Four (Option Year One)

4.	Varian Gas Chromatograph Serial #GCMS 2100-5186 (Health and Human Services)	\$564.17 per month
5.	Varian Gas Chromatograph Serial #LSC3100-USO1249007 (Health and Human Services)	\$158.83 per month
6.	Varian Model 3800 Gas Chromatograph (Serial # 9660) (Public Works & Engineering)	\$162.17 per month
7.	Varian Model 8410 Gas Chromatograph (Serial # 20985) (Public Works & Engineering)	\$103.08 per month
8.	Varian Model AA880 (SN#EL98103479) Atomic Absorption Spectrophotometer (Public Works & Engineering)	\$370.00 per month
9.	Varian Model SPS5 (SN#98093544) Auto Sampler (Public Works & Engineering)	\$35.58 per month
10.	Varian Model VGA77 (SN#EL98093582) Vapor Generator Assembly (Public Works & Engineering)	\$40.50 per month
11.	Varian Model AA88OZ (SN#EL98013547) Zeeman Atomic Absorption Spectrophotometer (Public Works & Engineering)	\$487.42 per month
12.	Varian Model GTA100 (SN#EL98023303) Graphite Tube Atomizer Furnace Accessory (Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 11
13.	Varian Model PSD100 (SN#EL98013387) Programmable Sample Dispenser (Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 11
14.	Varian Model Cary100 (SN#EL98103340) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$218.83 per month
15.	Varian Model Cary100 (SN#EL98103332) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$218.83 per month
16.	Varian Model Cary100 (SN#EL98103341) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$218.83 per month

Year Four (Option Year One)

17.	Varian Model RSA (SN#EL98103542) Routine Sample Accessory (Public Works & Engineering)	\$74.75 per month
18.	Varian Model RSA (SN#EL98103543) Accessory Routine Sample (Public Works & Engineering)	\$74.75 per month
19.	Varian Model RSA (SN#EL98083320) Accessory Routine Sample (Public Works & Engineering)	\$74.75 per month
20.	Varian Model SPS5 (SN#EL98103118) Auto Sampler (Public Works & Engineering)	\$35.58 per month
21.	Varian Model SPS5 (SN#EL98103117) Auto Sampler (Public Works & Engineering)	\$35.58 per month
22.	Varian Model SPS5 (SN#EL98103101) Auto Sampler (Public Works & Engineering)	\$35.58 per month
23.	Varian Model GC/MS System SN#2000-43849718 plus Combipal Accessory SN#123443 (Public Works & Engineering)	\$749.92 per month
24.	ICPMS System SN#EL02024656 (Public Works & Engineering)	\$1,565.25 per month
25.	Water Chiller & Vacuum Pumps, SPS5-EL0204627(Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 24
26.	Diluter (SN-EL02046370) (Public Works & Engineering)	\$35.58 per month
27.	240/240FS 110/140 220/220FS (SN-220FS-EL03037491) (Public Works & Engineering)	\$201.75 per month
28.	SIPS20-EL03038026, SPS5-EL0308027 (Public Works & Engineering)	\$111.42 per month
29.	All Departments Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	10%

Year Five (Option Year One)

1.	Varian Saturn 2000GC/MS, 3800 GC, 8200 Auto Sampler, Turbo Pump (system ID:Sat2000-39073944) (The Houston Police Department)	\$574.92 per month
2.	Varian Gas Chromatograph Serial #GCMS 210T-51700329 (Health and Human Services)	\$574.92 per month

Year Five (Option Year One)

3.	Varian Gas Chromatograph Serial #8400-889 (Health and Human Services)	\$0.00 per month (included with coverage of Item No. 2)
4.	Varian Gas Chromatograph Serial #GCMS 2100-5186 (Health and Human Services)	\$574.92 per month
5.	Varian Gas Chromatograph Serial #LSC3100-USO1249007 (Health and Human Services)	\$161.83 per month
6.	Varian Model 3800 Gas Chromatograph (Serial # 9660) (Public Works & Engineering)	\$165.25 per month
7.	Varian Model 8410 Gas Chromatograph (Serial # 20985) (Public Works & Engineering)	\$105.08 per month
8.	Varian Model AA880 (SN#EL98103479) Atomic Absorption Spectrophotometer (Public Works & Engineering)	\$377.08 per month
9.	Varian Model SPS5 (SN#98093544) Auto Sampler (Public Works & Engineering)	\$36.25 per month
10.	Varian Model VGA77 (SN#EL98093582) Vapor Generator Assembly (Public Works & Engineering)	\$41.33 per month
11.	Varian Model AA88OZ (SN#EL98013547) Zeeman Atomic Absorption Spectrophotometer (Public Works & Engineering)	\$496.67 per month
12.	Varian Model GTA100 (SN#EL98023303) Graphite Tube Atomizer Furnace Accessory (Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 11
13.	Varian Model PSD100 (SN#EL98013387) Programmable Sample Dispenser (Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 11
14.	Varian Model Cary100 (SN#EL98103340) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$222.92 per month
15.	Varian Model Cary100 (SN#EL98103332) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$222.92 per month

Year Five (Option Year One)

16.	Varian Model Cary100 (SN#EL98103341) Ultra Violet Spectrophotometer (Public Works & Engineering)	\$222.92 per month
17.	Varian Model RSA (SN#EL98103542) Routine Sample Accessory (Public Works & Engineering)	\$76.17 per month
18.	Varian Model RSA (SN#EL98103543) Accessory Routine Sample (Public Works & Engineering)	\$76.17 per month
19.	Varian Model RSA (SN#EL98083320) Accessory Routine Sample (Public Works & Engineering)	\$76.17 per month
20.	Varian Model SPS5 (SN#EL98103118) Auto Sampler (Public Works & Engineering)	\$41.33 per month
21.	Varian Model SPS5 (SN#EL98103117) Auto Sampler (Public Works & Engineering)	\$41.33 per month
22.	Varian Model SPS5 (SN#EL98103101) Auto Sampler (Public Works & Engineering)	\$41.33 per month
23.	Varian Model GC/MS System SN#2000-43849718 plus Combipal Accessory SN#123443 (Public Works & Engineering)	\$764.25 per month
24.	ICPMS System SN#EL02024656 (Public Works & Engineering)	\$1,595.09 per month
25.	Water Chiller & Vacuum Pumps, SPS5-EL0204627(Public Works & Engineering)	\$0.00 per month included with coverage of Item No. 24
26.	Diluter (SN-EL02046370) (Public Works & Engineering)	\$36.25 per month
27.	240/240FS 110/140 220/220FS (SN-220FS-EL03037491) (Public Works & Engineering)	\$205.58 per month
28.	SIPS20-EL03038026, SPS5-EL0308027 (Public Works & Engineering)	\$113.50 per month
29.	All Departments Additional Materials as needed at Actual Cost Plus Mark-up Percentage (%)	10%